

1 BILL NO. S-85-11- 52

2 SPECIAL ORDINANCE NO. S- 238-85

3 AN ORDINANCE approving a Contract for
4 Res. #6034-85, Rudisill Street Trees,
5 by and between The Plantation Supply
6 Company, Inc. and the City of Fort
7 Wayne, Indiana, in connection with
8 the Board of Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

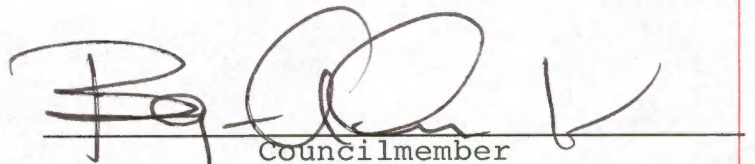
11 SECTION 1. The annexed Contract for Res. #6034-85,
12 Rudisill Street Trees, by the City of Fort Wayne, by and through
13 its Board of Public Works and Safety and The Plantation Supply
14 Company, Inc., is hereby ratified, and affirmed and approved in
15 all respects. The work under said Contract requires:

16 the supply and installation of approxi-
17 mately 70 shade trees, the portion of
18 Rudisill Blvd. between Harrison and
19 Avondale Drive. This work will com-
20 plete the restoration of construction
21 work started in 1984 and will result
22 in improved environment with the plans,
23 details, and specifications on file;

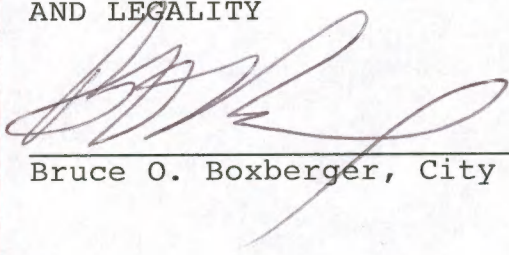
24 the Contract price is Eighteen Thousand Eight Hundred Seventy-
25 Seven and 25/100 Dollars (\$18,877.25).

26 SECTION 2. Prior Approval was received from Common
27 Council with respect to this Contract, on October 8, 1985. Two
28 (2) copies of the Contract attached hereto are on file with the
29 City Clerk, and are available for public inspection.

30 SECTION 3. That this Ordinance shall be in full force
31 and effect from and after its passage and any and all necessary
32 approval by the Mayor.

33 
Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Quinn, seconded by Quinn, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 11-26-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Quinn, seconded by Quinn, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GIAQUINTA</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>HENRY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 12-10-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-238-85 on the 10th day of December, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of December, 1985, at the hour of 11:00 o'clock PM .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of December, 1985, at the hour of 8:30 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
 Invitation For Bids/Award Of Contract*
 (NON-FEDERALLY ASSISTED Construction)

Page 1 of _____

PROJECT: RUDISILL STREET TREES CONTRACT #: 6034-85

CONTENTS

Check if Contained	Pages	
	I	COVER SHEET
	II - I9	INSTRUCTION TO BIDDERS
	SI	SCHEDULE
		SCHEDULE OF ITEMS
	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
		PLANS AND SPECIFICATIONS
		DRAWINGS
		SUPPLEMENTARY BID FORM

ATTACHMENTS

	<input checked="" type="checkbox"/>	NON-COLLUSION AFFIDAVIT
	<input checked="" type="checkbox"/>	BIDDER'S BOND
		PERFORMANCE BOND
	<input checked="" type="checkbox"/>	STATE BOARD OF ACCOUNTS FORM 96A
		CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
		PREVAILING WAGE SCALE - STATE OF INDIANA
		PAYMENT BOND
		WARRANTY BOND
	<input checked="" type="checkbox"/>	CONTRACTOR'S QUALIFICATION STATEMENT

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS' CLAUSE)	10 CALENDAR DAYS <u>None %</u>	20 CALENDAR DAYS <u>None %</u>	30 CALENDAR DAYS <u>None %</u>	OTHER _____ %
ACKNOWLEDGEMENT OF AMENDMENTS <u>Earl W. Morris</u>	AMENDMENT NO. <u>1</u>	DATE	AMENDMENT NO.	DATE

BID SUBMITTED

ACCEPTANCE OF BID/AWARD OF CONTRACT

The Plantation Supply Co., Inc
 Contractor

CITY OF FORT WAYNE
 BOARD OF PUBLIC WORKS AND SAFETY

By: Earl W. Morris, chairman
 Attest: _____
 Its: _____
 Offer _____
 Date: 9/28/85

David J. Kiester
Patricia R. Simon

Bidder agrees to keep bid open for
 acceptance for 30 days (90 days
 unless otherwise specified)

CITY OF FORT WAYNE
 MAYOR
William E. Smith

COMPLIANCE: J. Adams

AWARD DATE: Oct. 2, 1985

O.C. 2/85
 B.O.W. NON-FED.

*NOTE: AWARD WILL BE MADE ON THIS FORM.

TOTAL PRICE FOR ALL WORK \$ 18877 ²⁵

(To be placed on proposal
form. Award of bid will
be based on this price)

NOTE 1. Refer to Tree Specification sheet for more detailed tree requirements.

2. All unit prices are to include all labor, materials, equipment, and other costs required by the conditions of the contract and the specifications.

COMPLETION TIME:

The undersigned here agrees, if awarded the contract, to pursue the work to substantial completion suitable for safe and normal use within _____*_____ calendar days after contract execution and authorization to proceed barring strikes, civil strife, natural calamity or other events beyond control. Based upon the execution of the contract and the authorization to proceed, the duration of construction will be 60 days.

*Before December 15

ADDENDA:

The undersigned here acknowledges the receipt of the following addendum covering revisions to drawings and/or specifications, the cost of such revisions, if any, being included in the base bid or alternate bid.

Receipt of Addendum No. 1 is/are hereby acknowledged.

THIS SUPPLEMENTARY BID FORM SUBMITTED BY:

The Plantation Supply Co., Inc
NAME OF CORPORATION

A. Jane Morris
President

[Signature]
Secretary

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, The Plantation Supply Co, Inc as principal

and Earl W. Morris

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum

of (nine) Nine Hundred Fifty and ^{no}/₁₀₀ DOLLARS (\$ 950⁰⁰),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, this 28th

day of September, 19 85.

The condition of this obligation is such that if the accompanying bid or proposal of The Plantation Supply Co, Inc

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Ind

this 28th day of September, 19 85.

The Plantation Supply Co, Inc

Earl W. Morris, chairman
Principal

* _____
Surety

*If signed by an agent appropriate power of attorney shall be attached

Contract No.

pw

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

The Plantation Supply Co., Inc.
James W. Hennes
CEO

Subscribed and sworn to before me by James W. Hennes
this 29th day of September, 1985.

My Commission Expires:

Oct. 30th, 1988

Andrew J. Kumpf
Notary Public
Resident of Whitley County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. X The undersigned firm certifies that it is an ~~MBE~~/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
96 %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

(attach additional sheets if necessary)

Contractor The Plantation Supply Co., Inc

By _____

Its _____

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least ~~8~~% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

W. Kahlenbeck

484-7575

E. Morris

489-3303

The Plantation Supply Co., Inc.
Contractor

Resolution Number _____

DIVISION A

SUPPLEMENTARY BID FORM

THIS SUPPLEMENTARY BID FORM SHALL BE SUBMITTED WITH THE PROPOSAL.

BIDS

Submitted bids may not be withdrawn after the opening of bids, for a period of one-hundred and twenty (120) days, without the owners consent- Each bidder shall state the amount of the base bid as well as the amount to be added or deducted from the base bid for any alternates hereinafter listed:

DIVISION A - STREET TREES

BASE BID

QUANTITY	SPECIES	SIZE	UNIT PRICE	TOTALS
43	White Ash	3-3½"	<u>314²⁵</u>	<u>13534²⁵</u>
7	Red Maple	2½-3"	<u>206⁸⁵</u>	<u>1447⁹⁵</u>
23	Flowering Pear	2½-3"	<u>169³⁵</u>	<u>3895⁰⁵</u>
TOTAL PRICE FOR BASE BID				<u>18877²⁵</u>

CONTRACTOR'S QUALIFICATION STATEMENT

Contractor shall provide the following documentation on a separate sheet with bid:

- a. Have a minimum of five (5) years experience in landscape plant material installation.
- b. Have an experienced professional person on staff who holds a degree in Horticulture, Urban Forestry, Landscape Construction or a related field applicable to the project scope, or a person with 10 or more years experience in these fields.
- c. Show proof of having performed or planned material installation on projects of similar size and scope.
- d. Identify three projects of similar size and scope and give three references.

2. Firm has been active in Ft. Wayne for more than 20 yrs

b. W. Kahlenbeck will be in charge & has a B.A. degree plus 17 years with The Plantation Supply Co., Inc

c. - Planted the "River Greenway" in Ft. Wayne plus

d. Street Tree Planting in 1984 - plus many others

The Plantation Supply Co., Inc

General
Power
of Attorney
CERTIFIED COPY

Power No. 2039-72

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint
G. M. Smith

of Indianapolis and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety-----

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

BE IT RESOLVED, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 15th day of March A.D., 1972.

{ Corporate
Seal
Affixed }



OHIO FARMERS INSURANCE COMPANY

By

R. M. McGhee

Vice President

State of Ohio }
County of Medina } ss.:

On this 15th day of March A.D., 1972, before me personally came R. M. McGhee

to me known, who, being by me duly sworn, did depose and say, that he resides in Westfield Center; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial
Seal
Affixed }



Robert Wavrek

Notary Public

CERTIFICATE

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

State of Ohio }
County of Medina } ss.:

David S. Smith, Jr.

I, David S. Smith, Jr., Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 16th day of October A.D., 1985.

BD 5410 B



David S. Smith, Jr., Assistant Secretary

Labor and
Material
Payment
Bond

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251

Bond 534608

NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH ANOTHER BOND IN FAVOR OF THE OWNER
CONDITIONED FOR THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That Plantation Supply Co., Inc.

(Here insert the name and address, or legal title, of the contractor)

as Principal, hereinafter called Principal, and OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation,
with Principal Office at Westfield Center, Ohio, as Surety, hereinafter called Surety, are held and firmly bound
unto City of Fort Wayne, Indiana

(Here insert the name and address, or legal title, of the owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
amount of Eighteen thousand eight hundred seventy seven and 25/100 Dollars

(\$18,877.25), for the payment whereof Principal and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated October 16, 1985

entered into a Contract with Owner for Planting trees on Rudisill Blvd. in
Fort Wayne, IN

in accordance with drawings and specifications prepared by William Kahlenbec, Landscape
Architect

(Here insert full name and title)

which Contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal
shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or
reasonably required for use in the performance of the Contract, then this obligation shall be void; other-
wise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal
for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being
construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment direct-
ly applicable to the Contract.

2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as
herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which
the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on
this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as
may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the pay-
ment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant,

(a) Unless claimant shall have given written notice to any two of the following: The Principal, the Owner, or the Sure-
ty above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the
last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of
the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be
served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety,
at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal
process may be served in the state in which the aforesaid project is located, save that such service need not be made by a
public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state
in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the
project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith
hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement,
whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 16th day of October A. D. 1985

Plantation Supply Co., Inc. (Seal)
Principal

BY: x

Paul W. Morris

OHIO FARMERS INSURANCE COMPANY

By

G. M. Smith

G. M. Smith Attorney-in-Fact

Performance
Bond

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251

Bond 534608

KNOW ALL MEN BY THESE PRESENTS:

That Plantation Supply Company, Inc.

(Here insert the name and address, or legal title, of the contractor)

as Principal, hereinafter called Contractor, and OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation, with Principal Office at Westfield Center, Ohio, as Surety, hereinafter called Surety, are held and firmly

bound unto City of Fort Wayne, Indiana

(Here insert the name and address, or legal title, of the owner)

as Obligee, hereinafter called Owner in the amount of Eighteen thousand eight

hundred seventy seven and 25/100ths-----Dollars (\$ 18,877.25)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated October 16, 1985

entered into a Contract with Owner for Planting trees on Rudisill Blvd. in

Fort Wayne, Indiana

in accordance with drawings and specifications prepared by William Kahlenbec, Landscape

Architect

(Here insert full name and title)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 16th day of October A. D. 1985.

Plantation Supply Company, Inc. (Seal)
Principal

BY: x Earl W. Monis
OHIO FARMERS INSURANCE COMPANY

By G. M. Smith
G. M. Smith Attorney-in-Fact

General
Power
of Attorney
CERTIFIED COPY

Power No. 2039-72

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint
G. M. Smith

of Indianapolis and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

BE IT RESOLVED, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 15th day of March A.D., 19 72.

{ Corporate
Seal
Affixed }



OHIO FARMERS INSURANCE COMPANY

By R. M. McGhee

Vice President

State of Ohio }
County of Medina } ss.:

On this 15th day of March A.D., 1972, before me personally came R. M. McGhee to me known, who, being by me duly sworn, did depose and say, that he resides in Westfield Center; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial
Seal
Affixed }



Robert Wavrek

Notary Public

CERTIFICATE

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

State of Ohio }
County of Medina } ss.:

I, David S. Smith, Jr., Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 16th day of October A.D., 19 85.

BD 5410 B



David S. Smith, Jr.
David S. Smith, Jr., Assistant Secretary

TITLE OF ORDINANCE Contract for Res. 6034-85, Rudisill Street Trees, The Plantation
Supply Company, Inc., Contractor
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety
SYNOPSIS OF ORDINANCE The Contract for Res. 6034-85, Rudisill Street Trees, is for the
supply and installation of approximately 70 shade trees, the portion of Rudisill
Blvd. between Harrison and Avondale Drive. This work will complete the restoratio
of construction work started in 1984 and will result in an improved environment
with the plans, details, and specifications on file. The Plantation Supply
Company, Inc., is the Contractor. PRIOR APPROVAL WAS RECEIVED 10/8/85.

EFFECT OF PASSAGE Improved environment at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$18,877.25.

ASSIGNED TO COMMITTEE

BILL NO. S-85-11-52

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) XXXXXXXXXXXX
(RESOLUTION) approving a Contract for

Res. #6034-85, Rudisill Street Trees, by and between the Plantation
Supply Company, Inc., and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety



HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION) DO PASS DO NOT PASS WITHDRAWN

YES

NO

BEN A. EISBART
CHAIRMAN

JANET G. BRADBURY
VICE CHAIRWOMAN

SAMUEL J. TALARICO

THOMAS C. HENRY

JAMES S. STIER

CONCURRED IN 12-70-F5

SANDRA E. KENNEDY
CITY CLERK